



**COUNTY OF LOS ANGELES  
DEPARTMENT OF MENTAL HEALTH**

**REQUEST FOR PROPOSALS**

**FOR**

**CRISIS STABILIZATION PROGRAMS/PSYCHIATRIC URGENT CARE CENTERS**

**PROVIDED THROUGH**

**THE INVESTMENT IN MENTAL HEALTH**

**WELLNESS ACT GRANT PROGRAM**

**Bid No. DMH07242015B1**

**July 24, 2015**

**Prepared By  
County of Los Angeles-Department of Mental Health  
Contracts Development and Administration Division**

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## APPENDICES:

- A. Statement of Work:** Explains in detail the required services to be performed under the Legal Entity Agreement, includes Exhibits to the Statement of Work.

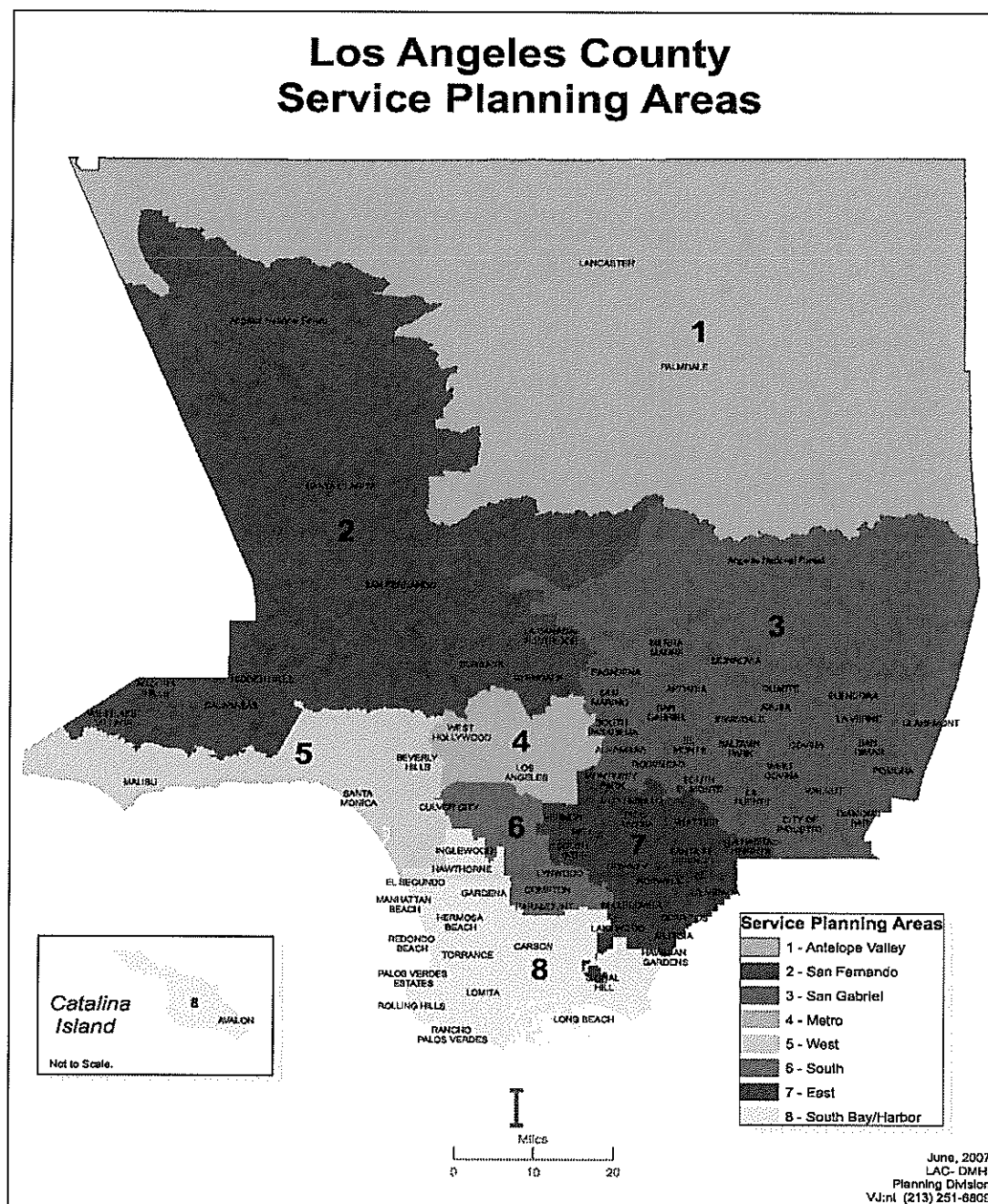
- B. Sample Agreement:** Identifies the terms and conditions in the Sample Lease Agreement for Urgent Care Center.
- C. Sample Agreement:** Identifies the terms and conditions in the Sample Legal Entity Agreement for UCC Services.
- D. Required Forms:** Forms that must be completed and included in the proposal.
- E. Transmittal form to Request a Solicitation Requirements Review:** Transmittal sent to Department requesting a Solicitation Requirements Review.
- F. County of Los Angeles Policy on Doing Business with Small Business:** County Policy
- G. Jury Service Ordinance:** County Code
- H. Listing of Contractors Debarred in Los Angeles County:** Contractors who are not allowed to contract with the County for a specific length of time.
- I. IRS Notice 1015:** Provides information on Federal Earned Income Credit.
- J. Safely Surrendered Baby Law:** County Program
- K. Determination of Contractor Non-Responsibility and Contractor Debarment:** County Code (include for Proposition A and Cafeteria Services Solicitations Contracts)
- L. Background and Resources: California Charities Regulation:** An information sheet intended to assist nonprofit agencies with compliance with SB 1262 - the Nonprofit Integrity Act of 2004 and identify available resources. (if applicable)
- M. Defaulted Property Tax Reduction Program:** County Code

COUNTY OF LOS ANGELES – DEPARTMENT OF MENTAL HEALTH

**MENTAL HEALTH SERVICE AREAS**  
**C O M M U N I T I E S / C I T I E S**

SERVICE AREA 1	Lancaster, Palmdale
SERVICE AREA 2	Agoura Hills, Burbank, Calabasas, Glendale, Hidden Hills, L. A. (Part), La Cañada-Flintridge, San Fernando, Santa Clarita, Westlake Village
SERVICE AREA 3	Alhambra, Arcadia, Azusa, Baldwin Park, Bradbury, Claremont, Covina, Diamond Bar, Duarte, El Monte, Glendora, Industry, Irwindale, La Puente, La Verne, Monrovia, Monterey Park, Pasadena, Pomona, Rosemead, San Dimas, San Gabriel, San Marino, Sierra Madre, South El Monte, South Pasadena, Temple City, Walnut, West Covina
SERVICE AREA 4	L.A. (Part), West Hollywood
SERVICE AREA 5	Beverly Hills, Culver City, L.A. (Part), Malibu, Santa Monica
SERVICE AREA 6	Compton, L.A. (Part), Lynwood, Paramount
SERVICE AREA 7	Artesia, Bell, Bell Gardens, Bellflower, Cerritos, Commerce, Cudahy, Downey, Hawaiian Gardens, Huntington Park, L. A. (Part), La Habra Heights, La Mirada, Lakewood, Maywood, Montebello, Norwalk, Pico Rivera, Santa Fe Springs, South Gate, Vernon, Whittier
SERVICE AREA 8	Avalon, Carson, El Segundo, Gardena, Hawthorne, Hermosa Beach, Inglewood, L. A. (Part), Lawndale, Long Beach, Lomita, Manhattan Beach, Palos Verdes Estates, Rancho Palos Verdes, Redondo Beach, Rolling Hills, Rolling Hills Estates, Signal Hill, Torrance

**COUNTY OF LOS ANGELES**  
**DEPARTMENT OF MENTAL HEALTH**  
**MENTAL HEALTH SERVICE AREAS**



The Department of Mental Health organizes the County into eight  
geographic Service Areas.

## **1.0 INTRODUCTION**

The Los Angeles County (County) Department of Mental Health (DMH) is issuing this Request for Proposals (RFP) to solicit proposals from qualified entities that can, consistent with the Investment in Mental Health Wellness Act and regulations promulgated thereunder, develop and operate a Crisis Stabilization Program (also referred to as an Urgent Care Center or UCC). Through this RFP, DMH seeks to establish three UCC facilities in Service Area (SA) 1 (Antelope Valley), SA 3 (San Gabriel Valley), and SA 8 (South Bay/Harbor Area) within close proximity of a hospital trauma center.

### **The Investment in Mental Health Wellness Act**

In 2013, the Governor approved Senate Bill (SB) 82, establishing the Investment in Mental Health Wellness Act, making funds available to selected counties to increase capacity for client assistance and services in crisis intervention, crisis stabilization, crisis residential treatment, rehabilitative mental health services, and mobile crisis support teams.

In enacting SB 82, the Legislature found and declared:

- Increasing access to effective outpatient and crisis stabilization services provides an opportunity to reduce costs associated with expensive inpatient and emergency room care and to better meet the needs of individuals with mental health disorders in the least restrictive manner possible.
- Almost one-fifth of people with mental health disorders visit a hospital emergency room at least once per year. If an adequate array of crisis services is not available, it leaves an individual with little choice but to access an emergency room for assistance and, potentially, an unnecessary inpatient hospitalization.
- Recent reports have called attention to a continuing problem of inappropriate and unnecessary utilization of hospital emergency rooms in California due to limited community-based services for individuals in psychological distress and acute psychiatric crisis. Hospitals report that 70 percent of people taken to emergency rooms for psychiatric evacuation can be stabilized and transferred to a less intensive level of crisis care. Law enforcement personnel report that their personnel need to stay with people in the emergency room waiting area until a placement is found, and that less intensive levels of care tend not to be available.
- Comprehensive public and private partnerships at both local and regional levels, including across physical health services, mental health, substance use disorder, law enforcement, social services, and related supports, are necessary to develop and maintain high quality, patient-centered, and cost-effective care for individuals with mental health disorders that facilitates their recovery and leads towards wellness.

To this end, the Legislature has appropriated \$146 million statewide, with more than \$40 million allocated for the Los Angeles County region.

## **California Health Facilities Financing Authority**

SB 82 funding is administered by the California Health Facilities Financing Authority (CHFFA). CHFFA was established in 1979 to provide loans to health institutions for financing or refinancing the acquisition, construction, or remodeling of health facilities.

CHFFA has made funding available to counties through a competitive selection process, providing grant awards for capital capacity and program expansion, including infrastructure for UCCs. Requirements for this grant funding are set forth in regulations issued by CHFFA found in California Code of Regulations, Title 4, Division 10, Chapter 5 (Regulations). Additional information concerning the Investment in Mental Wellness Act may be found at <http://www.treasurer.ca.gov/chffa/imhwa/>.

### **SB 82 Crisis Stabilization Program/Psychiatric Urgent Care Centers**

DMH currently operates and contracts with private mental health providers for UCCs throughout the County. UCCs provide intensive crisis services to individuals 13 years and older who would otherwise be taken to or access care in emergency rooms. These individuals include repetitive and high utilizers of emergency and inpatient services, those with co-occurring substance abuse, those needing medication management, and those whose presenting problems can be met with short-term (under 24 hours) immediate care and linkage to community-based solutions. These individuals are less likely to require psychiatric hospitalization or medical care, but are in need of stabilization and linkage to ongoing community-based services.

UCCs provide crisis intervention services, including integrated services for co-occurring substance abuse disorders. The UCCs focus on recovery and linkage to ongoing community services and supports and are designed to impact unnecessary and lengthy, involuntary inpatient treatment, as well as promote care in voluntary treatment settings that are recovery oriented.

The UCCs proposed under this RFP shall provide shall provide rapid access to mental health evaluation and assessment; crisis intervention/stabilization and medication support; case management; linkage to community-based resources for individuals experiencing psychological distress and/or psychiatric crisis; and work collaboratively with crisis residential treatment programs and mobile crisis support teams funded under SB 82 grants throughout the County. The UCCs shall operate 24 hours per day, 7 days per week (24/7), shall obtain Medi-Cal certification, and shall obtain Lanterman-Petris-Short (LPS) designation. Proposers shall work collaboratively with DMH to obtain the proper certification to operate a UCC according to the California Department of Health Care Services (DHCS) standards. UCCs shall provide rapid access to mental health evaluation and assessment; crisis intervention/stabilization and medication support; case management; linkage to community-based resources for individuals experiencing psychological distress and/or psychiatric crisis; and work collaboratively with crisis residential treatment programs and mobile crisis support teams funded under SB 82 grants throughout the County.



In addition to reducing the use of unnecessary and lengthy, involuntary inpatient treatment, the UCCs proposed under this RFP shall serve to divert individuals more likely to be incarcerated without the appropriate community services and supports. The County is currently implementing several diversion programs, such as the Assisted Outpatient Treatment program established under Assembly Bill 1421, also known as Laura's Law. UCCs will serve an important role in the County's efforts to divert individuals from unnecessary incarceration and criminal justice involvement and shall work collaboratively with DMH and law enforcement agencies to coordinate these efforts.

### **Funding Under this RFP**

DMH was awarded \$4,210,526 by CHFFA to develop three UCCs (CHFFA Funding). DMH intends to strategically locate the UCCs in those areas of the County that do not currently have a UCC. These areas are the Antelope Valley, the San Gabriel Valley, and the South Bay/Harbor Area. As further described in this RFP, DMH will make available up to \$1,403,508 in CHFFA Funding for each UCC. Eligible Project Costs may include renovation; furnishings and equipment; information technology (not to exceed 1%); and up to two (2) months of program start-up costs (Eligible Project Costs). For purposes of this RFP, costs for the purchase of real property and construction are not eligible and will not be reimbursed. In addition, DMH will provide up to \$5,453,606 in annual mental health funding for the operation of the UCC program.

A Proposer is any entity responding to this RFP. Proposers will be evaluated based on their ability to provide the required mental health services and satisfy applicable CHFFA's regulations for the use of CHFFA funds, and timeline for completion of the UCC, including Medi-Cal certification, and Lanterman-Petris-Short (LPS) designation.

The State mandates that the County be on the lease for the UCC Site to use CHFFA Funding. Therefore, Proposers seeking CHFFA Funding to operate a UCC will be required to enter into a leasing arrangement with the County, as described more fully in this RFP, whereby the UCC property is leased to the County.

Further, an award under this RFP will be governed by at least two agreements governing CHFFA Funding, the lease arrangement, and the delivery of mental health services. See Appendix B, Sample Lease Agreement for Urgent Care Center and Appendix C, Sample Legal Entity Agreement for UCC Services for reference purposes only, may be subject to change.

Proposers may submit one single proposal to develop and operate one UCC or may submit multiple proposals for multiple UCCs. If a Proposer submits multiple proposals, each shall be a distinct and separate proposal.

## **2.0 PURPOSE/AGREEMENT FOR SB 82 CHFFA FUNDING AND LEASE AGREEMENT AND LEGAL ENTITY AGREEMENT FOR UCC SERVICES**

### **2.1 Lease Agreement for Urgent Care Center**

On April 24, 2014, CHFFA awarded the County \$4,210,526 to develop three (3) Medi-Cal certified, LPS designated UCCs for a total service capacity for 54 individuals. Each UCC must have the capacity to treat 18 individuals, with a combined maximum of 12 adults and six (6) adolescents at any given time and operate 24/7.

Successful Proposers that are awarded agreements with the County (Contractor) could be reimbursed up to \$1,403,508 in CHFFA Funding for Eligible Project Costs subject to DMH's approval excluding costs for the purchase of real property and construction. Eligible Project Costs as defined in this RFP may include costs for renovation; furnishings and equipment; information technology (not to exceed 1%); and up to two (2) months of program start-up costs. Although the Regulations allow for *up to* three (3) months of start-up costs, DMH has limited these costs to up to two (2) months to maximize CHFFA Funding to support renovation costs furnishing and equipment, and information technology (see Appendix D – Required Forms, Exhibit 10 Budget Narrative/Justification and Budget Sample Form for eligible start-up costs).

#### **2.1.1 Work Letter**

Contractor shall be expected to adhere to the provisions of the Work Letter contained in Appendix B of this RFP for any projects involving the use of CHFFA Funds. Appendix B contains a sample work letter. The County reserves the right to modify, revise, add, and/or delete terms and conditions to the Sample Work Letter that County, in its sole discretion, determines necessary for County to comply with California Code of Regulations, Title 4, Division 10, Chapter 5 (Regulations) and County policy.

#### **2.1.2 Sample Lease Agreement: County Terms and Conditions**

A Contractor that intends to utilize CHFFA Funding for the development of a UCC shall be expected to execute a lease in a form similar to Appendix B, Sample Lease Agreement for Urgent Care Center, of this RFP. Appendix B is a sample lease. The County reserves the right to modify, revise, add, and/or delete terms and conditions to Appendix B, Sample Lease Agreement for Urgent Care Center that County, in its sole discretion, determines necessary for County to comply with California Code

of Regulations, Title 4, Division 10, Chapter 5 (Regulations) and County policy.

### **2.1.3 Anticipated Agreement Term**

The term for the Lease Agreement for Urgent Care Center is anticipated to be for a period of 10 years with two (2) optional five (5) year renewals, following Board of Supervisors' approval and execution of the agreement as detailed in Appendix B of this RFP.

### **2.1.4 CHFFA Funding Disbursement Obligations**

Contractor must submit estimates, quotes, or contracts detailing the costs of their projects to DMH staff for review within 30 days of executing the Lease Agreement for Urgent Care Center to DMH staff for review. These documents will be submitted by DMH to CHFFA to support DMH's requests for disbursement of CHFFA Funding. Documents must be complete with detail for every line item, including computations and justification of costs. Contractor must, by the 10<sup>th</sup> day of the month, submit and continue to submit additional requests, thereafter, until the total capital development budget is reached. It is the Contractor's obligation to submit estimates as soon as possible and on an ongoing basis to ensure CHFFA Funding is processed.

### **2.1.5 CHFFA Funding Reimbursement**

A Contractor is expected to pay for all capital development costs and seek reimbursement from DMH by submitting invoices and receipts of actual expenditures to DMH staff by the 10<sup>th</sup> day of the month for approval and reimbursement of Eligible Project Costs as set forth in Section 7115 of Regulations. Contractor will be reimbursed on a monthly basis for prior month of expenditures.

### **2.1.6 Recovery of CHFFA Funding & Other Remedies**

If DMH determines that CHFFA Funding is not used consistent with the provisions of Appendix B, Sample Lease Agreement for Urgent Care Center or Contractor has not demonstrated progress on the completion of the UCC, DMH may pursue remedies, up to and including forfeiture of the award and repayment of any CHFFA Funding expended.

### **2.1.7 Available CHFFA Funding**

The total capital development budget for one UCC shall not exceed **\$1,403,508** which is the total estimated amount the Contractor can receive to develop a UCC beginning in the fiscal year of approval by the Los Angeles County Board of Supervisors.

Proposers are encouraged to seek leveraging opportunities to defray the cost of the real property.

## **2.2 DMH Legal Entity Agreement for UCC Services**

### **2.2.1 Statement of Work**

Contractor shall be expected to adhere to the Statement of Work (SOW) contained in Appendix A of this RFP for the delivery of mental health services in the UCC. The County reserves the right to modify, revise, add, and/or delete terms and conditions to the Statement of Work that County, in its sole discretion, determines necessary for County to comply with California Code of Regulations, Title 4, Division 10, Chapter 5 (Regulations) and County policy.

### **2.2.2 Sample Agreement: County Terms and Conditions**

Contractor shall be expected to execute an agreement substantially in the form attached hereto as Appendix C, Sample Legal Entity Agreement for UCC Services of this RFP. The County reserves the right to modify, revise, add, and/or delete terms and conditions to the Sample Legal Entity Agreement for UCC Services that County, in its sole discretion, determines necessary for County to comply with California Code of Regulations, Title 4, Division 10, Chapter 5 (Regulations) and County policy.

### **2.2.3 Anticipated Agreement Term**

The term for the Legal Entity Agreement is anticipated to be for a period of **THREE (3)** years, following Board of Supervisors' approval and execution of the agreement. Renewals will be based on a Contractor's ability to meet the service and outcomes requirements set forth in the agreement.

#### **2.2.4 Days of Operation**

The Contractor shall be required to provide UCC Services 24 hours per day, 7 days per week (24/7).

#### **2.2.5 UCC Services Fee Schedule**

Upon approval to operate a UCC, Contractors will be allowed to provide crisis stabilization services and receive reimbursement for mental health services under the appropriate funding plan by entering claims into DMH's Integrated System (IS). Additional claiming for client supportive funds will be made through invoice billing to DMH staff.

#### **2.2.6 Available UCC Operational Funding**

DMH anticipates utilizing MHSA Community Services and Supports (CSS) UCC, Assembly Bill 109 (AB 109) Post-Release Community Supervision and Federal Financial Participation revenue to fund the operating costs for the three (3) Medi-Cal Certified, LPS designated UCCs.

##### **Estimated Annual Funding for Mental Health Services for One UCC:**

###### **Uninsured Clients:**

- |                |             |
|----------------|-------------|
| • MHSA CSS UCC | \$1,636,181 |
| • AB 109       | \$200,000   |

###### **Medi-Cal Clients:**

- |                            |             |
|----------------------------|-------------|
| • MHSA CSS UCC TAY/Adult   | \$1,026,326 |
| • MHSA CSS UCC (Child/TAY) | \$609,834   |
| • AB 109                   | \$50,000    |
| • Medicaid Expansion (MCE) | \$1,931,265 |

<b>Total Available Funding</b>	<b>\$5,453,606</b>
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The total mental health services budget shall not exceed **\$5,453,606** which is the total estimated amount the Proposer can receive from DMH to operate a UCC beginning in the fiscal year of approval by the Board of Supervisors.

### **3.0 PROPOSER'S MINIMUM MANDATORY QUALIFICATIONS**

Interested and qualified Proposers that can demonstrate their ability to successfully provide the required UCC services outlined in the SOW, Appendix A

of this RFP are invited to submit proposal(s) provided they meet the following requirements:

- 3.1 Proposer **MUST ATTEND** a Mandatory Proposer's Conference as set forth in Section 7.0, PROPOSAL SUBMISSION REQUIREMENTS, Subsection 7.4, Proposers' Conference of this RFP.
- 3.2 Proposer **MUST SUBMIT** the Mandatory Letter of Intent following instructions indicated in Section 7.0, PROPOSAL SUBMISSION REQUIREMENTS, Subsection 7.6, RFP Timetable.
- 3.3 Proposer **MUST CURRENTLY OPERATE** a UCC or acute psychiatric inpatient unit or facility.
- 3.4 Proposer **MUST SUBMIT** three (3) signed letters of reference, including References from contracts or business arrangements that substantiate Proposer's capacity to provide such services as described in Section 7.0, PROPOSAL SUBMISSION REQUIREMENTS, Section 7.8.1.7, Section B.2, **Experience**, of this RFP.
- 3.5 Proposer **MUST COMPLY** with the RFP format and requirements set forth in Section 7.0, PROPOSAL SUBMISSION REQUIREMENTS, when submitting its proposal package.
- 3.6 Proposer **MUST SUBMIT** the "Proposer's Acknowledgement Of The Investment In Mental Health Wellness Grant Regulations" found in Appendix D – Required Forms – Exhibit 13 acknowledging that, Proposer has read and understands the current Regulations and will accept any and all future amendments to the California Code of Regulations Title 4, Division 10, Chapter 5, Investment in Mental Health Wellness Grant Program Sections 7113-7129. Proposer also understands that the Regulations may apply to Proposer as set forth in any future agreements executed pursuant to this RFP.
- 3.7 Proposer **MUST IDENTIFY a leasing structure as set forth below and SUBMIT documents consistent with the identified lease structure:**

#### **PROPOSER-OWNED SITE**

(1) If Proposer owns the proposed real property (Site) in fee, Proposer shall submit a certified statement on the Proposer's letterhead that identifies the proposed Site by its commonly known address and attests that, if selected under this RFP and prior to contract award:

(a) Proposer will lease the Site to the County for a term of not less than ten (10) years, with two optional five (5) year renewal periods, pursuant to

a lease similar in form to Appendix B, Sample Lease Agreement for Urgent Care Center and which meets the requirements set forth in California Code of Regulations, Title 4, Division 10, Chapter 5 and is subject to County's final approval;

(b) upon leasing the Site to the County, Proposer will lease the Site back from the County for a term of not less than ten (10) years, with two optional five (5) year renewal periods and pursuant to a lease in form approved by County.

#### **PROPOSER-LEASED SITE**

(2) If Proposer currently leases (subleases not acceptable) the Site, Proposer shall submit a certified statement on the Proposer's letterhead that identifies the proposed Site by its commonly known address and attests that, if selected under this RFP and prior to contract award:

(a) Proposer will, at the County's request, renegotiate Proposer's existing lease with the fee owner of the Site to comport with the County's standard lease requirements, by entering into a lease agreement similar in form to Appendix B, Sample Lease Agreement for Urgent Care Center and which meets the requirements set forth in California Code of Regulations, Title 4, Division 10, Chapter 5 and is subject to County's final approval;

(b) after renegotiating said lease, Proposer will sublease the Site to the County for a term of not less than ten (10) years, with two optional five (5) year renewal periods pursuant to a sublease agreement in form approved by County;

(c) upon subleasing the Site to the County, Proposer will sublease the Site back from the County for the same term and pursuant to a sublease agreement in form approved by County; and

(d) Proposer shall submit a commitment letter from the fee owner of the Site identifying the Site by its commonly known address and certifying that the fee owner is willing to renegotiate Proposer's lease and is willing to consent to the sublease structure described above.

#### **NO CURRENT LEASE – PROPOSER TO LEASE**

(3) If Proposer does not currently own or lease the Site, Proposer shall provide an executed commitment letter from the fee owner identifying the proposed Site by its commonly known address and certifying that:

(a) Proposer has been selected to lease the Site for a term of not less than ten (10) years, with two optional five (5) year renewal periods;

(b) the fee owner is willing to enter into a lease agreement similar in form to Appendix B, Sample Lease Agreement for Urgent Care Center and which meets the requirement set forth in California Code of Regulations, Title 4, Division 10, Chapter 5 (Regulations), and is subject to County's final approval;

(c) the fee owner is willing to consent to Proposer's sublease of the Site to the County and County's sublease back to Proposer; and

(d) Proposer shall submit a certified statement on the Proposer's letter head that attests that, upon potential contract award:

(i) Proposer is willing to sublease the Site to the County for a term of not less than ten (10) years, with two optional five (5) year renewal periods pursuant to a sublease agreement in form approved by County; and

(ii) upon subleasing the Site to the County, Proposer is willing to sublease the Site back from the County for the same term and pursuant to a sublease-back agreement in form approved by County.

#### **NO CURRENT LEASE – COUNTY TO LEASE**

(4) If Proposer does not currently own or lease the Site, Proposer shall submit:

(a) A letter of interest/lease proposal from the fee owner of the proposed Site identifying the proposed Site and evidencing that the fee owner is interested in leasing the Site to County under a lease similar in form to Appendix B, Sample Lease Agreement for Urgent Care Center and which meets the requirements in California Code of Regulations, Title 4, Division 10, Chapter 5 (Regulations), and which allows County to sublease Site to Proposer; and

(b) a certified statement on the Proposer's letterhead that attests that, upon potential contract award Proposer is willing to sublease the Site from County for a term of not less than ten (10) years, with two optional five (5) year renewal periods pursuant to a sublease agreement in form approved by County.



## COMPLIANCE WITH APPLICABLE REGULATIONS

(1) Under any of the above leasing structures, Proposer must comply with section 7126, California Code of Regulations, Title 4, Division 10, Chapter 5 (Regulations), which may be accessed in the link below.

<http://www.treasurer.ca.gov/chffa/imhwa/regulations/20141013/regulations.pdf>

(a) The lease/sublease agreement shall provide County full access to the Site to carry out the proposed UCC, if necessary.

(b) The term of the lease/sublease agreement shall be at least as long as the useful life of the proposed project, which County has interpreted as ten years with two five-year option periods.

(c) The lease agreement shall provide that any existing or subsequent encumbrance on the Site (e.g., a deed of trust) or sale of the Site shall be subject to the lease/sublease agreement.

(d) The lease agreement shall provide that the only remedy for any default by Proposer or County, as applicable, including failure to pay rent, is suit for rent or specific performance to remedy specific breach. The landlord's remedies for any default by Proposer/County may not include cancellation of lease agreement, retaking of property or eviction of County/Proposer.

(e) Proposer shall deliver a current title report of the Site, brought up to date as of the effective date of the lease agreement. The title report shall show all of the following:

(i) No delinquent taxes or assessments or, if there are delinquent taxes or assessments, these are being contested in good faith.

(ii) No easements, exceptions or restrictions on the use of the Site that would interfere with or impair the operation of the proposed UCC.

(iii) A restrictive covenant recorded in the chain of title that the Site shall be used only for Crisis Residential Treatment or Crisis Stabilization during the term of the lease agreement.

(iv) Fee title is subject to the lease agreement and recorded in the chain of title.

(2) If the lease agreement terminates prior to the end of the useful life of the proposed project and the Site is not continuously operated pursuant to the requirements of this RFP and for the term required under this RFP, County shall be entitled to recover the Grant Funds from Proposer.

(3) Grant funds shall not be utilized for improvements to common areas of any building or complex containing the Site.

**3.8** Proposer **MUST SUBMIT** copies of the company's most current and prior two (2) fiscal years (for example 2012 and 2013) financial statements. Statements should include the company's assets, liabilities and net worth and at a minimum should include the Balance Sheet, Statement of

Income, and the Statement of Cash Flows. It should be noted that depending on the nature of the entity, i.e., for-profit, non-profit, governmental, the title of these statements may differ. For example, for a non-profit entity the Balance Sheet is referred to as the Statement of Financial Position. If audited statements are available, these **SHOULD BE** submitted to meet this requirement. **DO NOT** submit Income Tax Returns to meet this requirement. Financial Statements will be kept confidential if so stamped on each page. The latest audited financial statement **MAY NOT** be older than 18 months at the time of submission of the RFP.

- 3.9 Proposer **MUST HAVE** a minimum of 18 months of demonstrated experience, within the last three (3) years, providing mental health services to individuals with co-occurring mental health and substance use disorders.

**Note:** If **YOU ARE** a current DMH Legal Entity (LE) provider, please provide a copy (ies) of page 2 of the DMH LE Agreement, Term, or an Amendment to the DMH LE Agreement to verify the years of experience and a copy of Subprogram Schedules to verify the funded program that meets the requirement for DMH contracts.

If **YOU ARE NOT** a current DMH LE provider, please provide a copy of a contract to verify the above experience.

- 3.10 Proposer **MUST NOT BE** on the Los Angeles County Debarment List ([http://lacounty.info/doing\\_business/DebarmentList.htm](http://lacounty.info/doing_business/DebarmentList.htm)) or on the Office of Inspector General (OIG) Health and Human Services (HHS) Debarment List ([www.oig.hhs.gov/fraud/exclusions.asp](http://www.oig.hhs.gov/fraud/exclusions.asp)).
- 3.11 Proposer **MUST IDENTIFY** by name, case, and court jurisdiction any pending litigation in which Proposer is involved or judgments against Proposer in the past five (5) years. Provide a statement describing the size and scope of any pending or threatening litigation against the Proposer or principals of the Proposer.
- 3.12 Proposer **MUST NOT CURRENTLY** have a Settlement Agreement or an extended repayment arrangement with DMH for repayment of funds. (DMH has placed a moratorium on expansion and/or implementation of any new programs for proposers with such Agreements/arrangements. Any exemption under the moratorium will require justification that this restriction will not negatively impact planned program services.).

Any proposal submitted that fails to meet the Minimum Mandatory Requirements shall be considered non-responsive and the proposal may be rejected at the County's sole discretion.

## **4.0 COUNTY'S RIGHTS AND RESPONSIBILITIES**

The County is not responsible for representations made by any of its officers or employees prior to the execution of the Contract unless such understanding or representation is included in the Contract.

### **4.1 Final Contract Award by the Board of Supervisors**

Notwithstanding a recommendation of a Department, agency, individual, or other, the Board of Supervisors retains the right to exercise its judgment concerning the selection of a proposal and the terms of any resultant agreement, and to determine which proposal best serves the interests of the County. The Board is the ultimate decision making body and makes the final determinations necessary to arrive at a decision to award, or not award, a contract.

### **4.2 County Option to Reject Proposals**

Proposers are hereby advised that this RFP is an informal solicitation for proposals only, and is not intended, and is not to be construed as, an offer to enter into a contract or as a promise to engage in any formal competitive bidding or negotiations pursuant to any statute, ordinance, rule, or regulation. The County may, at its sole discretion, reject any or all proposals submitted in response to this RFP or may, in its sole discretion, reject all proposals and cancel the RFP in its entirety. The County shall not be liable for any costs incurred by the Proposer in connection with the preparation and submission of any proposal. The County reserves the right to waive inconsequential disparities in a submitted proposal.

### **4.3 County's Right to Amend Request for Proposals**

The County has the right to amend the RFP by written addendum. The County is responsible only for that which is expressly stated in the solicitation document and any authorized written addenda thereto. Such addendum shall be made available to each person or organization which County records indicate has received this RFP. Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the Proposal being found non-responsive and not being considered, as determined in the sole discretion of the County. The County is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

#### **4.4 Background and Security Investigations**

Background and security investigations of Contractor's staff may be required at the discretion of the County as a condition of beginning and continuing work under any resulting Contract. The cost of background checks is the responsibility of the Contractor.

#### **4.5 County's Quality Assurance Plan**

After contract award, the County or its agent will evaluate the Contractor's performance under the contract on a periodic basis. Such evaluation will include assessing Contractor's compliance with all terms in the Contract and performance standards identified in the SOW. Contractor's deficiencies which the County determines are severe or continuing and that may jeopardize performance of the Contract will be reported to the County's Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate the Contract in whole or in part, or impose other penalties as specified in the Contract.

### **5.0 PROPOSER'S REQUIREMENTS AND CERTIFICATIONS**

#### **5.1 Notice to Proposers Concerning the Public Records Act**

5.1.1 Responses to this solicitation shall become the exclusive property of the County. Absent extraordinary circumstances, the recommended proposer's proposal will become a matter of public record when (1) contract negotiations are complete; (2) the Department of Mental Health receives a letter from the recommended Proposer's authorized officer that the negotiated contract is the firm offer of the recommended Proposer; and (3) the Department of Mental Health releases a copy of the recommended Proposer's proposal in response to a Notice of Intent to Request a Proposed Contractor Selection Review under Board Policy No. 5.055.

Notwithstanding the above, absent extraordinary circumstances, all proposals will become a matter of public record when the Department's proposer recommendation appears on the Board agenda.

Exceptions to disclosure are those parts or portions of all proposals that are justifiably defined as business or trade secrets, and plainly marked by the Proposer as "Trade Secret," "Confidential," or "Proprietary."

5.1.2 The County shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. A blanket statement of confidentiality or the marking of each page of the proposal as confidential shall not be deemed sufficient notice of exception. The Proposers must specifically label only those provisions of their respective proposal which are "Trade Secrets," "Confidential," or "Proprietary" in nature.

5.1.3 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "confidential," "trade secrets," or "proprietary," Proposer agrees to defend and indemnify County from all costs and expenses, including reasonable attorneys' fees, incurred in connection with any action, proceedings, or liability arising in connection with the Public Records Act request.

## **5.2 Contact with County Personnel**

All contact regarding this RFP or any matter relating thereto must be in writing and may be mailed or e-mailed as follows:

**Richard Kushi, Chief  
Contracts Development and Administration Division  
County of Los Angeles – Department of Mental Health  
550 South Vermont Avenue, 5th Floor, Room 500  
Los Angeles, CA 90020  
E-mail address: rkushi@dmh.lacounty.gov**

If it is discovered that Proposer contacted and received information from any County personnel, other than the person specified above, regarding this solicitation, County, in its sole determination, may disqualify their proposal from further consideration.

## **5.3 Mandatory Requirement to Register on County's WebVen**

Prior to an award, all potential Proposers must register in the County's WebVen. The WebVen contains the Vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the County's home page at [http://lacounty.info/doing\\_business/main\\_db.htm](http://lacounty.info/doing_business/main_db.htm).

## **5.4 Protest Policy Review Process**

5.4.1 Under Board Policy No. 5.055 (Services Contract Solicitation Protest), any prospective Proposer may request a review of the requirements under a solicitation for a Board-approved services agreement, as described in Section 5.4.3 below. Additionally, any actual Proposer may request a review of a disqualification or of a proposed award under such a solicitation, as described respectively in the Sections below. It is the responsibility of the Proposer challenging the decision of a County Department to demonstrate that the Department committed a sufficiently material error in the solicitation process to justify invalidation of a proposed award.

5.4.2 Throughout the review process, the County has no obligation to delay or otherwise postpone an award based on a Proposer protest. In all cases, the County reserves the right to make an award when it is determined to be in the best interest of the County of Los Angeles to do so.

### **5.4.3 Grounds for Review**

Unless state or federal statutes or regulations otherwise provide, the grounds for review of a solicitation for a Board-approved services agreement provided for under Board Policy No. 5.055 are limited to the following:

- Review of Solicitation Requirements (Reference paragraph 7.3 in the Proposal Submission Requirements Section)
- Review of a Disqualified Proposal (Reference paragraph 8.3 in the Selection Process and Evaluation Criteria Section)
- Review of Proposed Contractor Selection (Reference paragraph 8.5 in the Selection Process and Evaluation Criteria Section)

## **5.5 Injury and Illness Prevention Program**

Contractor shall be required to comply with the State of California's Cal OSHA's regulations. Section 3203 of Title 8 in the California Code of Regulations requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

## **5.6 Indemnification and Insurance**

Contractor shall be required to comply with the indemnification provisions contained in the Appendix C, Sample LE Agreement for UCC Services, Paragraph 21. Proposer shall procure, maintain, and provide to the County proof of insurance coverage for all the programs of insurance along with associated amounts specified in the Appendix C, Sample LE Agreement for UCC Services, Paragraph 21.

## **5.7 SPARTA Program**

A County program, known as 'SPARTA' (Service Providers, Artisan and Tradesman Activities) may be able to assist potential Contractors in obtaining affordable liability insurance. The SPARTA Program is administered by the County's insurance broker, Merriwether & Williams. For additional information, Proposers may call Merriwether & Williams toll free at (800) 420-0555 or can access their website directly at [www.2sparta.com](http://www.2sparta.com)

## **5.8 Health Insurance Portability and Accountability Act of 1996 (if applicable)**

Contractor shall be required to comply with the Administrative Simplification requirements of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) as in effect and as may be amended, as contained in Appendix C, Sample LE Agreement for UCC Services, Paragraph 55.

## **5.9 Confidentiality and Independent Contractor Status**

As appropriate, Contractor shall be required to comply with the Confidentiality provision contained in paragraph 15 and the Independent Contractor Status provision contained in paragraph 25 in Appendix C, Sample LE Agreement for UCC Services.

## **5.10 Conflict of Interest**

No County employee whose position in the County enables him/her to influence the selection of a Contractor for this RFP, or any competing RFP, nor any spouse of economic dependent of such employees, shall be employed in any capacity by a Proposer or have any other direct or indirect financial interest in the selection of a Contractor. Proposer shall certify that he/she is aware of and has read Section 2.180.010 of the Los Angeles County Code as stated in Appendix D - Required Forms Exhibit 5, Certification of No Conflict of Interest.

## **5.11 Determination of Proposer Responsibility**

- 5.11.1 A responsible Proposer is a Proposer who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Proposers.
- 5.11.2 Proposers are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the Proposer is responsible based on a review of the Proposer's performance on any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Proposer against public entities. Labor law violations which are the fault of the subcontractors and of which the Proposer had no knowledge shall not be the basis of a determination that the Proposer is not responsible.
- 5.11.3 The County may declare a Proposer to be non-responsible for purposes of this contract if the Board of Supervisors, in its discretion, finds that the Proposer has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Proposer's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.
- 5.11.4 If there is evidence that the apparent highest ranked Proposer may not be responsible, the Department shall notify the Proposer in writing of the evidence relating to the Proposer's responsibility, and its intention to recommend to the Board of Supervisors that the Proposer be found not responsible. The Department shall provide the Proposer and/or the Proposer's representative with an opportunity to present evidence as to why the Proposer should be found to be responsible and to rebut evidence which is the basis for the Department's recommendation.
- 5.11.5 If the Proposer presents evidence in rebuttal to the Department, the Department shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board of



Supervisors. The final decision concerning the responsibility of the Proposer shall reside with the Board of Supervisors.

5.11.6 These terms shall also apply to proposed subcontractors of Proposers on County contracts.

## **5.12 Proposer Debarment**

5.12.1 The Proposer is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Proposer from bidding or proposing on, or being awarded, and/or performing work on other County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and the County may terminate any or all of the Proposer's existing contracts with County, if the Board of Supervisors finds, in its discretion, that the Proposer has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Proposer's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

5.12.2 If there is evidence that the apparent highest ranked Proposer may be subject to debarment, the Department shall notify the Proposer in writing of the evidence which is the basis for the proposed debarment, and shall advise the Proposer of the scheduled date for a debarment hearing before the Contractor Hearing Board.

5.12.3 The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The Proposer and/or Proposer's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Proposer should be debarred, and, if so, the appropriate length of time of the debarment. The Proposer and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

5.12.4 After consideration of any objections, or if no objections are received, a record of the hearing, the proposed decision and any

other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

5.12.5 If a Proposer has been debarred for a period longer than five (5) years, that Proposer may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Proposer has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

5.12.6 The Contractor Hearing Board will consider requests for review of a debarment determination only where (1) the Proposer has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

5.12.7 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

5.12.8 These terms shall also apply to proposed subcontractors of Proposers on County contracts.

5.12.9 Appendix H provides a link to the County's website where there is a listing of Contractors that are currently on the Debarment List for Los Angeles County.

### **5.13 Adherence to County's Child Support Compliance Program**

Proposers shall: 1) fully comply with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and 2) comply with all lawfully served Wage and Earnings Assignment Orders and Notice of Assignment and continue to maintain compliance during the term of any contract that may be awarded pursuant to this solicitation. Failure to comply may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant Contractor (County Code Chapter 2.202).

### **5.14 Gratuities**

#### **5.14.1 Attempt to Secure Favorable Treatment**

It is improper for any County officer, employee or agent to solicit consideration, in any form, from a Proposer with the implication, suggestion or statement that the Proposer's provision of the consideration may secure more favorable treatment for the Proposer in the award of the Contract or that the Proposer's failure to provide such consideration may negatively affect the County's consideration of the Proposer's submission. A Proposer shall not offer or give either directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the award of the Contract.

#### **5.14.2 Proposer Notification to County**

A Proposer shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861. Failure to report such a solicitation may result in the Proposer's submission being eliminated from consideration.

#### **5.14.3 Form of Improper Consideration**

Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

### **5.15 Notice to Proposers Regarding the County Lobbyist Ordinance**

The Board of Supervisors of the County of Los Angeles has enacted an ordinance regulating the activities of persons who lobby County officials. This ordinance, referred to as the "Lobbyist Ordinance", defines a County Lobbyist and imposes certain registration requirements upon individuals meeting the definition. The complete text of the ordinance can be found in County Code Chapter 2.160. In effect, each person, corporation or other entity that seeks a County permit, license, franchise or contract must certify compliance with the ordinance. As part of this solicitation process, it will be the responsibility of each Proposer to review the ordinance independently as the text of said ordinance is not contained within this RFP. Thereafter, each person, corporation or other entity submitting a response to this solicitation, must certify that each County Lobbyist, as defined by Los Angeles County Code Section 2.160.010, retained by the Proposer is in full compliance with Chapter 2.160 of the Los Angeles County Code and each such County Lobbyist is not on the Executive Office's List of Terminated Registered Lobbyists by completing and submitting the Familiarity with the County Lobbyist Ordinance Certification, as set forth in Appendix D - Required Forms Exhibit 6, as part of their proposal.

### **5.16 Federal Earned Income Credit**

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015. Reference Appendix I.

### **5.17 Consideration of GAIN/GROW Participants for Employment**

As a threshold requirement for consideration for contract award, Proposers shall demonstrate a proven record of hiring participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work (GROW) Programs or shall attest to a willingness to consider GAIN/GROW participants for any future employment openings if they meet the minimum qualifications for that opening. Proposers shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposers' employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

Proposers who are unable to meet this requirement shall not be considered for contract award. Proposers shall submit a completed, "Attestation of Willingness to Consider GAIN/GROW Participants", form,

as set forth in Appendix D - Required Forms, Exhibit 8, along with their proposal.

#### **5.18 Recycled Bond Paper**

Proposer shall be required to comply with the County's policy on recycled bond paper as specified in Appendix C, Sample LE Agreement for UCC Services, Paragraph 52.

#### **5.19 Safely Surrendered Baby Law**

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Appendix J of this solicitation document and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

#### **5.20 Jury Service Program**

The prospective contract is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). Prospective Contractors should carefully read the Jury Service Ordinance, Appendix G, and the pertinent jury service provisions of the Appendix C, Sample LE Agreement for UCC Services paragraph 57, both of which are incorporated by reference into and made a part of this RFP. The Jury Service Program applies to both Contractors and their Subcontractors.

Proposals that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

5.20.1 The Jury Service Program requires Contractors and their Subcontractors to have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a Contractor and "full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) the Contractor has a long-standing practice that

defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of a Contractor's full-time California employees, even those not working specifically on the County project. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program.

5.20.2 There are two ways in which a Contractor might not be subject to the Jury Service Program. The first is if the Contractor does not fall within the Jury Service Program's definition of "Contractor". The Jury Service Program defines "Contractor" to mean a person, partnership, corporation or other entity which has a contract with the County or a Subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. The second is if the Contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to Contractors that have 1) ten or fewer employees; and, 2) annual gross revenues in the preceding twelve months which, if added to the annual amount of this Contract is less than \$500,000, and, 3) is not an "affiliate or subsidiary of a business dominant in its field of operation". The second exception applies to Contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.

5.20.3 If a Contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in the Certification Form and Application for Exception, Exhibit 10 in Appendix D - Required Forms, and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Contractor's application, the County will determine, in its sole discretion, whether the Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

## **5.21 Notification to County of Pending Acquisitions/Mergers by Proposing Company**

The Proposer shall notify the County of any pending acquisitions/mergers of their company. This information shall be provided by the Proposer on

Required Form - Exhibit 1 - Proposer's Organization Questionnaire/Affidavit. Failure of the Proposer to provide this information may eliminate its proposal from any further consideration. Proposer shall have a continuing obligation to notify County of changes to the information contained in Exhibit 1 (Proposer's Organization Questionnaire/Affidavit) during the pendency of this RFP by providing a revised Exhibit 1 (Proposer's Organization Questionnaire Exhibit 1) to the County upon the occurrence of any event giving rise to a change in its previously-reported information.

## **5.22 Proposer's Charitable Contributions Compliance**

5.22.1 California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates receiving and raising charitable contributions. Among other requirements, those subject to the Charitable Purposes Act must register. The 2004 Nonprofit Integrity Act (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. Prospective Contractors should carefully read the Background and Resources: California Charities Regulations, Appendix L. New rules cover California public benefit corporations, unincorporated associations, and trustee entities and may include similar foreign corporations doing business or holding property in California. Key Nonprofit Integrity Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over \$2 million of revenues (excluding funds that must be accounted for to a governmental entity) have new audit requirements.

5.22.2 All prospective contractors must determine if they receive or raise charitable contributions which subject them to the Charitable Purposes Act and complete the Charitable Contributions Certification, Exhibit 11 as set forth in Appendix D - Required Forms. A completed Exhibit 11 is a required part of any agreement with the County.

5.22.3 In Exhibit 11, prospective contractors certify either that:

- they have determined that they do not now receive or raise charitable contributions regulated under the California Charitable Purposes Act, (including the Nonprofit Integrity Act) but will comply if they become subject to coverage of those laws during the term of a County agreement,

- OR -

- they are currently complying with their obligations under the Charitable Purposes Act, attaching a copy of their most recent filing with the Registry of Charitable Trusts.

5.22.4 Prospective County contractors that do not complete Exhibit 11 as part of the solicitation process may, in the County's sole discretion, be disqualified from contract award. A County contractor that fails to comply with its obligations under the Charitable Purposes Act is subject to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

### **5.23 Defaulted Property Tax Reduction Program**

The prospective contract is subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program") (Los Angeles County Code, Chapter 2.206). Prospective Contractors should carefully read the Defaulted Tax Program Ordinance, Appendix M, and the pertinent provision of the Sample Legal Entity Agreement for UCC Services, Appendix C, paragraph 64 of which are incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both Contractors and their Subcontractors.

Proposers shall be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and shall maintain compliance during the term of any contract that may be awarded pursuant to this solicitation or shall certify that they are exempt from the Defaulted Tax Program by completing Certification of Compliance with The County's Defaulted Property Tax Reduction Program, Exhibit 12 in Appendix D – Required Forms. Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliance contractor (Los Angeles County Code, Chapter 2.202).

Proposals that fail to comply with the certification requirements of the Defaulted Tax Program will be considered non-responsive and excluded from further consideration.

### **5.24 Time Off for Voting**

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go



to their place of work, a notice setting forth the provisions of Section 14000.

## **6.0 [INTENTIONALLY OMITTED]**

## **7.0 PROPOSAL SUBMISSION REQUIREMENTS**

This Section contains key project dates and activities as well as instructions to Proposers in how to prepare and submit their proposal.

### **7.1 Truth and Accuracy of Representations**

False, misleading, incomplete, or deceptively unresponsive statements in connection with a proposal shall be sufficient cause for rejection of the proposal. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final. All proposals shall be firm and final offers and may not be withdrawn for a period of one hundred eighty (180) days following the final proposal submission date.

### **7.2 RFP Timetable**

The timetable for this RFP is as follows:

1. Release of RFP.....July 24, 2015
2. Request for a Solicitation Requirements  
Review Due.....August 7, 2015
3. Mandatory Proposers Conference..... August 12, 2015
4. Release of Proposers' Conference Transcripts.....August 18, 2015
5. Mandatory Letter of Intent.....August 21, 2015

**Proposals are due by Thursday, August 27, 2015 at 12 p.m.**

**DEADLINE FOR PROPOSAL PACKAGE SUBMISSION  
at or before 12:00 P.M., P.S.T  
THURSDAY, AUGUST 27, 2015  
NO EXCEPTIONS**

Proposal packages are due (date) at the **5<sup>th</sup> floor reception desk by 12:00 p.m. Pacific Standard Time (Thursday, August 27, 2015)**. Any mail/delivery service to DMH's mail room on the 2<sup>nd</sup> floor may not be

received by the due date. It is Proposer's responsibility to ensure that your proposal is submitted by the due date. There will be NO EXCEPTIONS.

Proposers intending to submit a proposal(s) in person, **must allow enough time to find parking, go through our security process on the first floor (show proper identification and get visitor pass) and take the elevators to the 5<sup>th</sup> floor.** It is Proposer's responsibility to ensure that your proposal is submitted by the due date.

### **7.3. Solicitation Requirements Review**

Any person or entity may seek a Solicitation Requirements Review by submitting Appendix E - Transmittal Form to Request a Solicitation Requirements Review to the Department conducting the solicitation as described in this Section. A request for a Solicitation Requirements Review may be denied, in the Department's sole discretion, if the request does not satisfy all of the following criteria:

1. The request for a Solicitation Requirements Review is made within ten (10) business days of the issuance of the solicitation document;
2. The request for a Solicitation Requirements Review includes documentation, which demonstrates the underlying ability of the person or entity to submit a proposal;
3. The request for a Solicitation Requirements Review itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and
4. The request for a Solicitation Requirements Review asserts either that:
  - a. application of the minimum requirements, evaluation criteria and/or business requirements unfairly disadvantages the person or entity; or,
  - b. due to unclear instructions, the process may result in the County not receiving the best possible responses from prospective Proposers.

The Solicitation Requirements Review shall be completed and the Department's determination shall be provided to the requesting person or entity, in writing, within a reasonable time prior to the proposal due date.

## 7.4 Proposers Conference

A **MANDATORY** Proposers Conference will be held to discuss the RFP and Requirements. County staff will respond to questions from potential Proposers. **It is mandatory that all potential Proposers attend this conference or their proposals will be rejected as non-responsive (disqualified) without review and eliminated from further consideration.** The conference is scheduled as follows:

**Date:** Wednesday, August 12, 2015

**Time:** Registration-8:30 a.m.  
Conference-9:00 a.m. to 12 p.m.

**Address:** Superior Court Building  
600 S. Commonwealth Ave, 2<sup>nd</sup> Floor  
Conference Room 113  
Los Angeles, CA 90005

**PLEASE BRING A COPY OF THIS RFP TO THIS MANDATORY PROPOSERS' CONFERENCE. COPIES WILL NOT BE PROVIDED.**

## 7.5 Proposers' Questions

7.5.1 Proposers may verbally ask questions at the Proposers' Conference on **Wednesday, August 12, 2015** during the Question and Answer session. All questions will be answered during the Proposers' Conference or responded to in writing after the Proposers' Conference. A recording of the Proposers' Conference that includes the question and answer session and the written responses, if any, will be mailed to all Proposers that attend the Proposers' Conference.

7.5.2 When asking questions, please specify the RFP section number, paragraph number, page number and quote the passage that prompted the question. This will ensure that the passage can be quickly found the RFP.

7.5.3 Questions may address, among other things, concerns that the application of minimum requirements, evaluation criteria and/or business requirements would unfairly disadvantage Proposers or, due to unclear instructions, may result in the County not receiving the best possible responses from Proposer.

- 7.5.4 Questions, either written or oral, about the RFP or its SOW(s), will not be accepted prior to or after the Proposers' Conference. **NO EXCEPTIONS.**

## **7.6 Mandatory Letter of Intent**

- 7.6.1 Proposers shall submit a Mandatory Letter of Intent on agency's letterhead with original signature in order to be qualified to submit a proposal for this RFP. An original hard copy of the Mandatory Letter of Intent must be delivered to and received by DMH, Contracts Development and Administration Division, 5<sup>th</sup> floor (as specified below) at or before 12:00 p.m. (P.S.T) on **Friday, August 21, 2015**, which is seven (7) days (excluding holidays) after the Mandatory Proposers' Conference. The Mandatory Letter of Intent does not obligate an agency to submit a Proposal. The Mandatory Letter of Intent must be addressed to:

**County of Los Angeles-Department of Mental Health  
Contracts Development and Administration Division  
550 South Vermont Avenue, 5<sup>th</sup> Floor, Room 500  
Los Angeles, CA 90020**

**Attn: Richard Kushi, Chief**

**Please note: No facsimile (fax) or electronic mail (e-mail) copy will be accepted.**

- 7.6.2 Proposer shall complete the Mandatory Letter of Intent and include the following information:

- Name of Agency
- Address of Agency
- Service(s) to be provided
- Contact Person

## **7.7 Preparation of the Proposal**

All Proposals must be bound and submitted in the prescribed format. Any Proposal that deviates from this format may be rejected as non-responsive without review at the County's sole discretion.

### **7.7.1 Objective of Proposal Package Submission**

The objective of the Proposal Package submission is for DMH to ascertain the Proposer's ability to provide or exceed the required service level.

## **Proposal Package Submission Format**

All Proposal Packages must be submitted in the prescribed format. Any Proposal Package that deviates from this format may be rejected without review at the County's sole discretion. In preparing the written Proposal Package, the Proposer shall ensure the following:

### **7.7.1.1 Font**

- The font size must be an Arial or Universal typeface, and a font size of 12 points and in black ink. No other font size or smaller point size may be used in the Proposal Narrative.
- Type density, including characters and spaces, must be no more than 15 characters per inch.
- Print must be clear and legible.
- Black ink that can be clearly copied must be used.

### **7.7.1.2 Page Margins**

- Pages must be standard size (8 ½" x 11") sheets of paper.
- Margins are at least one (1) inch each (left, right, top, and bottom).

### **7.7.1.3 Page Numbering**

- The Proposal must be single-sided and double-spaced.
- Pages must be numbered consecutively from beginning to end so that information can be located easily during review of the RFP proposal. Do not use suffixes (e.g., 5a, 5b).
- Appendices shall be labeled and separated from the proposal narrative and budget sections, and the pages shall be numbered to continue the sequence.

- Do not include unnumbered pages.
- The cover page shall be page 1, the transmittal letter page 2, minimum mandatory requirements page 3, etc. See sequence format below in Section 7.8 Proposal Format.

7.7.1.4 **Tables, charts, figures, graphs, diagrams, letters, and footnotes, if on a separate page, that page shall be numbered to continue the sequence.**

- Type size in charts, tables, graphs, and footnotes will not be considered in determining compliance with font size.
- A smaller type size may be used, but it must be in black ink, readily legible, and follow the font typeface requirement.
- If submitting a letter, Memorandum of Understanding (MOU), or agreement, reference must be made in the narrative to the sections the attachment is addressing. You may use one supporting document to fulfill requests for samples in various sections of the RFP. Provide no more than two (2) supporting documents for any section, unless specified to provide more. For example, one (1) MOU and one (1) letter of intent.

7.7.1.5 **Binding**

- Proposals shall be bound in standard, locking 3-ring notebooks. D-Ring notebooks are not acceptable.
- All parts of the Proposal, including the proposal narrative, budget, and all other required forms shall fit in one binder.
- Odd-sized and oversized attachments such as posters will not be copied or sent to reviewers. Do not include videotapes, audiotapes, or other electronic format.

- 7.7.1.6** The Executive Summary shall be completed and included in the Proposal Package, Section A.
- 7.7.1.7** Transmittal letter shall be included in the Proposal Package.
- 7.7.1.8** The Proposal Package **may not be longer than (42) pages.** (applicable to Sections A, B, C, D, E, F, G, H and J only)
- 7.7.1.9** In preparing the written Proposal Package, the Proposer shall do so in its own words and not copy the language in the RFP. The Proposer shall ensure that the Proposal Package responds completely and thoroughly to all requirements set forth in this RFP. The objective of the Proposal Package submission is for the County to ascertain the Proposer's ability to meet or exceed the required service level. In addition, specific information is requested from all Proposers to ensure that the Proposal Packages can be fairly compared and evaluated in a standard manner.
- 7.7.1.10** Proposer must respond to this RFP in accordance with the specifications for content and sequence set forth in the Proposal Package Format herein below. Failure to adhere to these specifications may be cause for rejection of the Proposal Package. No correction or re-submission shall be accepted after the Proposal Package deadline.
- 7.7.1.11** Only information that is contained in the written Proposal Package will be evaluated. The County reserves the right to waive any irregularity in a submitted Proposal Package.

**Questions, either written or oral, about the RFP and its SOW, will not be accepted prior to or after the Proposers' Conference.**

## **7.8 Proposal Format**

- 7.8.1 The content and sequence of the proposal must be as follows:**
- Cover Page
  - Transmittal Letter

- Minimum Mandatory Requirements
- Proposer's Organization Questionnaire/Affidavit and Required Support Documents for Corporations and Limited Liability Companies (Appendix D, Required Form, Exhibit 1)
- Table of Contents
- Executive Summary (Section A)
- Proposer's Qualifications (Section B)
- Proposer's Program Design (Section C)
- Medi-Cal Certification and LPS Designation (Section D)
- Description of Proposed Site(Section E)
- Staffing Plan (Section F)
- Proposer's Quality Assurance Plan, Data Collection and Outcomes (Section G)
- Leveraging and Organizational Supports (Section H)
- Budget Narrative/Justification and Budget Sample Form (Section I)
- Green Initiatives (Section J)
- Terms and Conditions in the Sample Legal Entity Agreement for UCC Services: Acceptance of / or Exceptions to (Section K)
- Proposal Required Forms-Appendix D (Section L)

A Proposer will only receive points when responses are labeled, numbered, and placed in the appropriate section in accordance with the format of this Program Narrative. Points will *not* be awarded to responses that are *not* numbered, labeled, placed in the incorrect sections/subsection and/or demonstrate a response that cannot be judged due to missing or incomplete information, including demonstrating no understanding of the service delivery requirement. Any information provided in pages beyond the page limit for any section will not be evaluated or scored. A Proposer demonstrating it meets or exceeds the service standards identified in the Sections and Sub-Sections of this RFP will receive higher points than those who do not meet said standards. A Proposer can be awarded points



if it is not able to meet a required service standard, albeit at a lower point total. Proposer must follow instructions listed in Section 7.7.

#### **7.8.1.1 Cover Page**

The cover page shall, at a minimum, identify the document as a Proposal Package stating the exact name of the RFP, Proposal Package submission date, and the Proposer's name.

#### **7.8.1.2 Transmittal Letter**

The transmittal letter must be on the Proposer's stationery, transmitting the Proposal Package. The transmittal letter must include the Proposer's name, address, telephone, and facsimile numbers of the person or persons to be used for contact and who will be authorized to represent the Proposer. The transmittal letter must bear the signature of the person authorized to sign on behalf of the Proposer and to bind the applicant in a Contract.

#### **7.8.1.3 Minimum Mandatory Requirements**

Proposer must demonstrate they meet the minimum mandatory requirements described in Section 3.0 of this RFP.

#### **7.8.1.4 Proposer's Organization Questionnaire/Affidavit and Required Support Documentation**

The Proposer shall complete, sign and date the Proposer's Organization Questionnaire/Affidavit - Exhibit 1 as set forth in Appendix D. The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in a Contract.

Taking into account the structure of the Proposer's organization, Proposer shall determine which of the below referenced supporting documents the County requires. If the Proposer's organization does not fit into one of these categories, upon receipt of the Proposal or at some later time, the County may, in its discretion, request additional documentation

regarding the Proposer's business organization and authority of individuals to sign Contracts.

If the below referenced documents are not available at the time of Proposal submission, Proposers must request the appropriate documents from the California Secretary of State and provide a statement on the status of the request.

**Required Support Documents:**

**Corporations or Limited Liability Company (LLC):**

The Proposer must submit the following documentation with the Proposal:

- 1) A copy of a "Certificate of Good Standing" with the state of incorporation/organization.
- 2) A conformed copy of the most recent "Statement of Information" as filed with the California Secretary of State listing corporate officers or members and managers.

**Limited Partnership:**

The Proposer must submit a conformed copy of the Certificate of Limited Partnership or Application for Registration of Foreign Limited Partnership as filed with the California Secretary of State, and any amendments.

**7.8.1.5 Table of Contents**

List all materials included in the Proposal. Include a clear definition of the material, identified by sequential page numbers and by section reference numbers.

**7.8.1.6 Executive Summary-SECTION A (Limit 2 pages, excluding supporting documents)**

Proposer must provide a description of the following:

- A.1** The agency's qualifications, experience providing services, staffing, and approach to meet the program objectives as described in the RFP and in the SOW;

**A.2** The agency's mission statement and how the mission statement relates to the services to be provided as described in the SOW; and

**A.3** A brief description of the current crisis services offered by the agency.

**7.8.1.7 Proposer's Qualifications-SECTION B (Limit 3 pages, excluding charts)**

Proposer must provide a summary of relevant background information to demonstrate that it has the capability to perform the required services as a corporation or other entity.

**B.1 Agency Identification**

B.1.1 Briefly summarize when, how and for what purpose the agency began; how it is organized; and the role of its governing body in providing leadership.

B.1.2 Submit an organizational chart of the agency and label it "**Organizational Chart-Agency's Name**".

**B.2 Experience**

B.2.1 Provide a comprehensive description of the agency's past and present experience providing the required or substantially similar services as described in the SOW. The description must include the number of years the agency has had providing the required or substantially similar services. Agencies demonstrating a highly comprehensive description and five (5) or more years of experience providing the referenced services will receive higher points in Section B.2.1.

B.2.2 Describe what the agency plans to accomplish by delivering services as stated in the SOW. The description should identify the target population(s), services to be offered, and overall impact to the mental health system.

B.2.3 Provide three (3) of the agency's most important program successes and demonstrate how they relate to the proposed services and outcome requirements.

### **B.3 Proposer's Performance History**

Proposer must provide three (3) signed letters of reference from contractors or business arrangements where the required or substantially similar scope of services has been provided within the last three (3) years. The letters must indicate categories of services, location, name of agency (including name and phone number of the agency's contact person), and must substantiate or validate Proposer's ability to provide the service specified in the RFP. Proposers who submit less than three signed letters fulfilling the requirements in Section B.3 will not receive points.

#### **7.8.1.8 Proposer's Program Design-SECTION C (Limit 22 pages, excluding supporting documents)**

Proposer must describe the program design and methodology the Proposer will use to meet the service requirements. In the sections below describe, in detail, how the services will be performed to meet the intent of the SOW. Proposer must identify the impacted Service Area (SA) where the services will take place and provide specific information for each SA, i.e., staffing plan, space availability, etc. The Program design must address the following subsections. ***Proposer must explicitly state when a service will not be provided directly by the Proposer and describe who will provide services, under what conditions, and how the services are being delivered to clients in the program.***

##### **C.1 Service Location(s)**

Proposer must identify the SA(s) and specific cities to be served, including the actual or proposed Site address or addresses where services will be provided.

##### **C.2 Population to be Served**

C.2.1 Among adolescents 13 and older and adults ages 18 and over, indicate the focal population(s) intended to serve from the list below and the estimated number to be served in each SA:

**Table 1 Focal Population to be Served**

This table may be copied and attached as a separate sheet.  
Please make sure that it is labeled “**Table 1 Focal Population to be Served**”.

Estimated Number to be served	Service Areas	Focal Population
		Adolescents (age 13 and over)
		Adults (ages 18-59)
		Clients released from jails and prisons or at high risk of going to jail
		Frequent users of hospitals
		Homeless Individuals
		Individuals at risk for suicide
		Individuals who have a reduction in personal/community functioning
		Individuals with co-occurring disorders with a primary diagnosis of mental illness (disorders include substance abuse, developmental disorders, medical and cognitive disorders)
		Older adults (age 60 and above)
		Other
		Unserved

C.2.2 Provide the estimated percentage (%) of the racial/ethnic populations of the individuals you intend to serve in the table below:

## Table 2 Racial/Ethnic Populations to be Served

This table may be copied and attached as a separate sheet. Please make sure that it is labeled “**Table 2 Racial/Ethnic Populations to be Served**”.

Race/Ethnicity	Antelope Valley	% to be served	San Gabriel Valley	% to be served	South Bay/Harbor Area	% to be served
African American						
Asian/Pacific Islander						
Latino						
Native American						
White						
Other						

### C.3 Program Services to be Provided

Proposers must demonstrate specific capacities in service provision, including the following:

#### C.3.1 UCC Crisis Services

##### C.3.1.1 Current Capacity

Describe the agency's **current** capacity to provide UCC crisis services. The description should include:

- a) Fiscal Year 2014-15 number of individuals receiving emergency psychiatric services (e.g. assessment, crisis intervention, medication evaluation and support) at the agency. The current number should include data for the following age groups: 13 to 17, 18-24, 25-49, and 60 and older. If data are not available for a particular age group, explain why the data were not available;
- b) A description of three (3) crisis-oriented treatment models currently used by the agency, including the strengths and weaknesses of the models when addressing the clinical needs of individuals the agency serves; and

- c) The agency's current protocols for conducting emergency psychiatric evaluations.

#### C.3.1.2 Proposed Capacity for Services

Describe the agency's **proposed** capacity to provide UCC crisis services. The description should include:

- a) The number of new individuals the agency proposes to provide emergency psychiatric services (e.g. assessment, crisis intervention, medication evaluation and support) that fall into the following age groups: 13-17, 18-24, 25-49, 60 and older;
- b) Three (3) crisis-oriented treatment model(s) the agency proposes to use, including the strengths and weaknesses of the models when addressing the clinical needs of individuals the agency serves; and
- c) The protocols the agency will use for conducting emergency psychiatric evaluations.

### **C.3.2 Services to Individuals with Intensive Service Needs**

Proposers must have a demonstrated ability to treat individuals with intensive service needs, including Full Service Partnerships members, high utilizers of emergency room and inpatient units and individuals discharged from Institutions for Mental Disease (IMDs), IMD Step-down Programs, jails and state hospitals.

#### C.3.2.1 Current Capacity

Describe the agency's **current** capacity to provide the services described in Section C.3.2. The description should include:

- a) The percentage (%) of clients with intensive service needs for whom the agency currently provides services. The highest scoring for this service capacity will be awarded to Proposers demonstrating that at

least 50% or more of their clients have intensive services needs; and

- b) The providers of intensive services with whom the agency collaborates. Providers of intensive services include, but are not limited to Full Service Partnerships, emergency room and inpatient units, state hospitals, IMDs, IMD step-downs, and jails.

#### C.3.2.2 Proposed Capacity

Describe the agency's **proposed** capacity to provide the services described in Section C.3.2. The description should include:

- a) The percentage (%) of individuals to be served that have intensive service needs. The highest scoring for this service capacity will be awarded to proposals indicating that 70% or more of the clients to be served will have intensive services needs; and
- b) The providers of intensive services with whom the agency proposes to collaborate. Providers of intensive services include, but are not limited to Full Service Partnerships, emergency room and inpatient units, state hospitals, IMDs, IMD step-downs, and jails.

### **C.3.3 Co-Occurring Services**

Proposers must have demonstrated experience in providing services to individuals with co-occurring disorders (i.e., mental health, substance abuse, and physical health).

#### C.3.3.1 Current Capacity

Describe the agency's **current** capacity to provide services described in Section C.3.3. The description should include:

- a) The services the agency provides to individuals with co-occurring mental health, substance use disorders, and physical health complications. The highest score for this service capacity will be awarded to Proposers that demonstrate they provide integrated care and



demonstrate three (3) years' experience successfully providing such care.

#### C.3.3.2 Proposed Capacity

Describe the agency's **proposed** capacity to provide services described in Section C.3.3. The description should include:

- a) Proposer's plan to ensure services are effectively integrated for individuals with mental health and substance use disorders as well as physical health complications.
- b) Three (3) models/evidence-based/promising practices that will be employed to assess and intervene with individuals in crisis with a mental health, substance abuse or other co-occurring disorder.

#### **C.3.4. Access to Physical Health Care**

Proposer must demonstrate the ability to assist insured and uninsured individuals with accessing physical health care so that their needs for treatment, including urgent, routine and preventive care, not offered by the facility are addressed in a timely manner.

##### C.3.4.1 Current Capacity

Describe the agency's **current** capacity to provide services in Section C.3.4. The description should include:

- a) Arrangements currently in place for assisting both insured and uninsured individuals with accessing physical health care so that their needs for treatment are addressed in a timely manner; and
- b) A list of arrangements the agency has with community healthcare organizations to provide assessment and treatment.

#### C.3.4.2 Proposed Capacity

Describe the agency's **proposed** capacity for providing the services in Section 3.4. The description should include:

- a) The strategies for assisting both insured and uninsured clients with accessing physical health care so that their needs for treatment, including preventative care, are addressed in a timely manner;
- b) List of at least two (2) community-based healthcare providers the program will utilize for clients' physical health care. Include MOUs, letters of intent and/or support and/or other arrangements; and
- c) How the agency will identify, assess and manage clients who are in a medical crisis and who require urgent medical attention.

#### **C.3.5 Benefits Establishment and Services to Uninsured**

Proposers must demonstrate a commitment to assist clients in accessing all benefits to which they are entitled in a prompt and effective manner. Proposers must be dedicated to the pursuit of low-cost or no-cost services for which clients and families may qualify.

##### C.3.5.1 Current Capacity

Describe the agency's **current** capacity to provide the services in Section C.3.5. The description should include:

- a) The methods the agency currently assists clients in accessing benefits to which they are entitled in a prompt and effective manner.

##### C.3.5.2 Proposed Capacity

Describe the agency's **proposed** capacity to provide the services in Section C.3.5. The description should include:

- a) How the program plans to assist clients in beginning the process of accessing benefits that they are entitled to in a prompt and effective manner and in obtaining low-cost or no-cost services for which they may qualify.

### **C.3.6 Capacity to Employ Recovery Model/Evidence-Based Practices**

Proposers must demonstrate their capacity to design, develop, and implement recovery-based client and family driven, strength-based services, including the use of evidence-based or emerging promising practices.

#### C.3.6.1 Current Capacity

Describe the agency's **current** capacity to provide the services in Section C.3.6. The description should include:

- a) The evidence-based, best practices and/or emerging promising practices the agency currently utilizes that are designed to provide client and family driven, strength-based interventions. Provide at least four (4) practices the agency uses that fit the above criteria.

#### C.3.6.2 Proposed Capacity

Describe the agency's **proposed** capacity to provide the services in Section C.3.6. The description should include:

- a) The agency's proposed plan to design and implement client and family driven, strength-based crisis stabilization services that utilize evidence-based, best practices and or emerging promising practices. Provide at least three (3) evidence-based, best practices and/or emerging promising practices intended to be used for the proposed program in your plan.

### **C.3.7 Cultural and Linguistic Appropriate Services**

Proposers must demonstrate the ability to provide a full array of services (medical, mental health, and

other supportive services) that are culturally and linguistically sensitive to the population they serve.

#### C.3.7.1 Current Capacity

Describe the agency's **current** capacity to provide the services in Section C.3.7. The description should include:

- a) The measures taken to ensure services are delivered in a culturally and linguistically appropriate manner and can effectively meet the needs of the population it serves; and
- b) The percentage (%) of total direct service staff in the agency's UCC or acute inpatient unit who currently deliver services in a non-English language and specify the languages used by direct service staff. A Proposer demonstrating capacity of direct service staff being able to provide services in two (2) or more non-English languages will receive a higher score in this section.

#### C.3.7.2 Proposed Capacity for Services

Describe the agency's **proposed** capacity to provide the services in Section C.3.7. The description should include:

- a) The measures to be taken to ensure services are provided in a culturally and linguistically appropriate manner for the population to be served; and
- b) The approximate percentage (%) of licensed/waivered/registered staff that will provide services in a language other than English.

### **C.3.8 Self-help and Family Support Groups**

Proposer must demonstrate a commitment to incorporate peer and family support groups into the Program and collaborate with community-based self-help groups as appropriate. These services for clients

and family members/conservators shall be provided on a regular basis to develop an on-going support network, provide information on recovery-based practices, and support the client's transition to more independent community living.

#### C.3.8.1 Current Capacity

Describe the agency's **current** capacity to provide the services in Section C.3.8. The description should include:

- a) The types of recovery-based peer support/self-help groups and family support programs provided by the agency; and
- b) The community-based organizations clients are referred to that provide self-help and family support groups. Providing four (4) or more organizations the agency uses will result in a higher score in this section.

#### C.3.8.2 Proposed Capacity for Services

Describe the agency's **proposed** capacity to provide the services in Section C.3.8. The description should include:

- a) A list of the types of peer support/self-help groups and family support/education services to be offered by the program or in collaboration with other programs; and
- b) The peer support/self-help groups to which the program proposes to refer clients.

### **C.3.9 Transportation Services**

Proposer must demonstrate the ability to transport clients from the Program to agency referrals or housing at the time of discharge. Proposer must also demonstrate the ability to support the development of clients' independent use of transportation resources.

#### C.3.9.1 Current Capacity

Describe the agency's **current** capacity to provide the services in Section C.3.9. The description should include:

- a) The current transportation policies and procedures, including guidelines for transportation of clients and strategies for teaching independent use of transportation; and
- b) The years of experience providing transportation services to clients served by the agency. Ability to demonstrate five (5) or more years' experience providing transportation services will receive the highest score for Section 3.9.1.b.

#### C.3.9.2 Proposed Capacity for Services

Describe the agency's **proposed** capacity to provide the services in Section C.3.9. The description should include:

- a) The proposed guidelines for transportation of clients, strategies for teaching independent use of transportation and policies for transporting clients being discharged from the Program; and
- b) A list of transportation resources available to clients in the community of the proposed Site.

#### **C.3.10 Community Collaboration and Partnerships**

Proposer must demonstrate the ability to develop and sustain formal or informal relationships, with other community agencies and partners, such as Office of the Public Guardian, Department of Children and Family Services, Los Angeles County Probation Department, the judicial system, Social Security Administration (SSA), primary health care providers, housing providers, and developers for recovery-oriented services that serve to meet clients' goals.

#### C.3.10.1 Current Capacity

Describe the agency's **current** capacity to provide the services in Section C.3.10. The description should include:

- a) The agency's experience and efforts in collaborating with interagency partners such as law enforcement agencies and the judicial system, SSA, primary healthcare providers, and faith-based organizations.

#### C.3.10.2 Proposed Capacity for Services

Describe the agency's **proposed** capacity to provide the services in Section C.3.10. The description should include:

- a) The proposed strategies for collaborating with interagency partners such as law enforcement agencies and the judicial system, SSA, primary healthcare providers and faith-based organizations; and
- b) The interagency collaborations the program will use to serve the target population(s). The highest scoring for this service capacity will be awarded to proposals that provide at least five (5) distinct interagency collaborations to be used for the proposed program.

### **C.3.11 Discharge Procedures, Planning and Coordination of Care**

Proposer must demonstrate the capacity to maintain appropriate discharge procedures and provide planning and coordination of care with essential linkage to community-based programs. Proposer must work with DMH Countywide Resource Management to coordinate discharge planning for clients when indicated.

#### C.3.11.1 Current Capacity

Describe the agency's **current** capacity to provide the services in Section C.3.11. The description should include:

- a) Describe the agency's UCC or acute inpatient unit current procedures to ensure continuity of care when a client is discharged from the facility to higher and lower levels of care and conducting planning and coordination of care.

#### C.3.11.2 Proposed Capacity for Services

Describe the agency's **proposed** capacity to provide the services in Section C.3.11. The description should include:

- a) The strategies to be used to ensure continuity of care to discharge clients to appropriate levels of care and the care systems and supports the agency will access to ensure continuity of care when discharging clients to individuals to appropriate levels of care.

#### **7.8.1.9 Medi-Cal Certification and LPS Designation - SECTION D (Limit 1 page)**

Programs providing UCC services must be Medi-Cal certified by the DHCS pursuant to California Code of Regulations, Title 9, Sections 1840.338 and 1840.348. Contractor has seven (7) days from the provision of services to obtain Medi-Cal certification. If Contractor does not meet this timeline and an extension has not been granted, Proposer could be subject to forfeiture of the UCC award.

UCC programs must also be LPS designated by DHCS pursuant to Welfare and Institutions Code, Sections 5150 and 5585 to involuntarily detain, evaluate and treat individuals that are dangerous to self or others or gravely disabled due to mental illness.

#### **D.1 Medi-Cal Certification and LPS Designation Experience**

- D.1.1** Provide projects or programs the agency has implemented that required the involvement of DHCS and/or DMH to certify, license, and obtain LPS designation for a UCC or an acute inpatient unit.



Provide at least one (1) project or program that meets the criteria.

**D.1.2** Disclose whether the agency's UCC or acute inpatient unit has been or has not been the subject of an investigation(s) by DHCS or DMH in regards to the Medi-Cal certification or LPS designation and whether the situation resulted in the loss of certification or designation. No points will be awarded in Section D.1.2 if certification or designation was been revoked.

**7.8.1.10 Description of Proposed Site-SECTION E (Limit 4 pages, excluding supporting documents)**

Proposer must provide a detailed description of the Site by responding to each of the sections below.

**E.1 Site Location**

Provide the Site's commonly known address and Assessor's Parcel Number. Provide the Site's usable square footage and overall lot dimensions. Identify any trauma hospital within a five-mile radius. Proposers who identify a Site within a five mile radius of a trauma center will receive a higher score in this section.

**E.2 Ownership of Site**

Consistent with the Proposer's Minimum Mandatory Qualifications in Section 3.7 of this RFP, describe Proposer's possessory interest in the proposed Site. A Proposer will receive a higher score in this section if the proposed Site is owned in fee.

**E.3 Site Renovations and Completion Timeline**

Provide a detailed description of any proposed renovations to the Site and include a projected timeline. The timeline should begin from the date of an executed agreement, include specific dates for completion of each of the proposed renovation(s) and end on a projected opening date for operation of the Medi-Cal certified, LPS designated UCC. All milestones, including any required zoning changes, discretionary actions or environmental reviews should

be included. A Proposer will receive a higher score if the timeline demonstrates a completion of less than nine months.

#### **E.4 Zoning and Discretionary Actions**

Proposer must provide a description of the Site's current zoning. Explain whether the Site's zoning permits the operation of a UCC by right or describe whether the Site requires any discretionary action (such as conditional use permit(s), zone variance(s), density bonus, and lot line adjustment, etc.). Proposer must also describe any other zoning issues that may delay the projected opening date for operation of the UCC as stated in Proposer's timeline. A Proposer will receive a higher score if the Site permits operation of a UCC by right or Proposer provides evidence of a discretionary action(s) currently permitting the operation of a UCC on the Site.

#### **E.5 State and Federal Environmental Compliance**

State whether any proposed renovation falls under the purview of the California Environmental Quality Act or National Environmental Policy Act. Proposer should explain why or why not and describe its compliance or plan for compliance.

#### **7.8.1.11 Staffing Plan-SECTION F (Limit 3 pages, excluding charts)**

Proposer must provide a detailed staffing plan that will ensure full compliance with the Contract's requirements and the Proposer's stated methodology of providing Program services. The staffing plan must be supported by and consistent with the Proposer's budgeted costs. The plan must address the following subsections.

##### **F.1 Organizational Structure in Providing Services**

Explain the organizational structure proposed in the plan. This structure must include a narrative explaining how the agency arrived at the structure; for

example, what ratios were used in determining the number of clinical supervisors to clinical staff and any other applicable staffing ratios.

## **F.2 Multi-lingual, Culturally Sensitive Staff**

Proposer must demonstrate the ability to provide a full array of culturally and linguistically appropriate mental health services which are supported by a multidisciplinary program including service coordination and medication services, as well as peer and/or parent support services.

Describe the plan to provide competent bilingual, culturally sensitive staff and how staff will communicate with multi-lingual speaking clients in the proposed services; describe the process through which the agency will recruit qualified staff, and a description of how the agency will certify bilingual speakers; and describe the methodology in determining the number of bilingual staff required to deliver services in each SA to be served by the proposed Program.

## **F.3 Proposed Staffing Plan**

**Staffing Requirements: Multidisciplinary staff with training and experience working with adolescents 13 years of age and over and adults 18 years of age and over.** Proposer must demonstrate that staff assigned to perform the work is qualified by training and/or experience. The proposal will be evaluated on the ability of the proposed staff to meet the following qualifications according to the staffing required in the SOW.

Complete Table 3 labeled "Proposed Agency Staff".

**Table 3 Proposed Agency Staff**

<b>Staff</b>	<b>Discipline</b>	<b>License/ Credentials</b>	<b>Position and Duty</b>	<b>Language(s) Spoken</b>	<b>Minimum Years of Experience Providing Mental Health Services</b>

**F.4 Training of Proposed Staff and Ongoing Training for Existing Staff**

Describe on-going staff training plan that meets or exceeds the requirements of this RFP and SOW. The plan should address training of new and on-going full-time and part-time employees, volunteers, peer and parent partners, and other persons involved in the project that will deliver or facilitate the delivery of services.

**F.5 Supervision**

Describe the plan for supervision that includes all full-time and part-time employees, including volunteers.

**F.6 Work Stoppage**

Describe the plan for providing qualified trained personnel in the event the project incurs a work stoppage.

**7.8.1.12 Quality Assurance Plan, Data Collection, and Outcomes-  
SECTION G (Limit 4 pages, excluding supporting  
documents)**

Proposer shall describe their steps to establish and utilize a comprehensive written Quality Assurance Plan, to administer and use Client Satisfaction Surveys for quality improvement, to monitor the program, to use the policies and procedures to address the program requirements and to establish and maintain the Data Collection plan as referenced in Appendix A, SOW Section 6.0 Quality Assurance and Data Collection.

**G.1 Proposer's Quality Assurance Plan**

The proposer must establish and utilize a comprehensive Quality Assurance Plan to ensure a consistently high level of service throughout the term of the contract. Revisions to the plan shall be submitted as changes occur during the term of the contract.

Describe the comprehensive Quality Assurance Plan, including how the agency will document the services it will provide and how the services will meet the outcomes in the RFP. In addition, the plan must assure that the quality of service will meet the service requirements regarding client care that are substantially related to the SOW. The plan should address the following:

1. Method for ensuring that performance outcomes are being addressed and obtained.
2. Method for ensuring that professional and paraprofessional staff rendering services are qualified and experienced and properly supervised.
3. Method of monitoring to ensure that Contract requirements are being met.
4. Method of identifying, preventing and correcting deficiencies in the quality of service before the level of performance becomes unacceptable.

5. Method for monitoring subcontractors, if any, for compliance and quality of services.

## **G.2 Data Collection Plans**

Proposer must demonstrate the ability to collect, manage and submit data as directed by the Department to demonstrate client outcomes inclusive of the new guidelines set forth by the Department and State.

Describe in detail the specific measures/procedures currently in place, or those that will be developed, to ensure accurate collection and reporting of data, including the collection of client and family satisfaction surveys. Describe the specific actions the agency will take to certify that data is accurate and that documentation of such will be provided to the Department and State.

### **7.8.1.13 Leveraging and Organizational Supports-SECTION H (Limit 2 pages, excluding exhibits)**

Proposer must demonstrate how they meet the requirement to leverage funding resources and organizational supports.

## **H.1 Leveraging**

Submit table below showing each existing and potential funding source that will be used to leverage DMH funding for each proposed service. The chart must include the following: name of the funding source, annual dollar amount, whether the source is current or pending, the date the funds were received/date the funds will be received, whether the source is one-time or ongoing (i.e. renewable), and what services the source will fund. Describe any existing land, space, or buildings purchased or will be acquiring before the start of the Project.

**Attach table and label as “Table 4 Leveraging Table.”**

<b>Name of Funding Source</b>	<b>Annual Dollar Amount</b>	<b>Current/Pending</b>	<b>Date Received/Date will Receive</b>	<b>One-time/ Ongoing Source</b>

## **H.2 Organizational Supports**

List any organizational supports that will be used to sustain the program, such as collaborative partnerships, satellite administrative/clinic site(s), vehicles and equipment, including medical equipment. Include both:

- Existing organizational supports; and
- Potential organizational supports.

## **H.3 Benefits Establishment**

Describe how the proposed program will assist eligible individuals to establish benefits including Medi-Cal, Supplemental Security Income and Social Security Disability Insurance; describe the capacity to serve individuals who are not insured but are eligible for Medi-Cal or other insurance; and describe the capacity to serve individuals who are not eligible for Medi-Cal or other insurance.

### **7.8.1.14 Budget Narrative/Justification and Budget Sample Form-SECTION I (N/A to page limit)**

- I.1** Proposer shall use the budget instructions from Appendix D, Exhibit 10 to provide a budget for the proposed UCC program.

**7.8.1.15      Proposer's Green Initiatives-SECTION J (limit 1 page)**

**J.1**    Describe the agency's current environmental policies and practices and those proposed to be implemented.

**7.8.1.16      Terms and Conditions in Sample Legal Entity Agreement for UCC Services: Acceptance of / or Exceptions to-SECTION K (N/A page limit)**

It is the duty of every Proposer to thoroughly review the Sample Legal Entity Agreement for UCC Services to ensure compliance with all terms, conditions and requirements of the County. It is the County's expectation that in submitting a proposal the Proposer will accept, as stated, the County's terms and conditions in the agreements. However, a Proposer is provided the opportunity to take exceptions to the County's terms, conditions, and requirements.

**K.1**    Proposer's response must include:

A statement offering the Proposer's acceptance of or exceptions to all terms and conditions listed in Appendix C, Sample Legal Entity Agreement for UCC Services.

For each exception, the Proposer shall provide:

1.     An explanation of the reason(s) for the exception;
2.     The proposed alternative language; and
3.     A description of the impact, if any, to the Proposer's price.

Indicate all exceptions to the Sample Legal Entity Agreement for UCC Services by providing a 'red-lined' version of the language in question. The County relies on this procedure and any Proposer who fails to make timely exceptions as required herein, may be barred, at the County's sole discretion, from later making such exceptions.

The County reserves the right to determine if Proposers' exceptions are material enough to deem the proposal non-responsive and not subject to further evaluation.



The County reserves the right to make changes to the Sample Contract and its appendices and exhibits at its sole discretion.

#### **7.8.1.17 Proposal Required Forms-Appendix D-SECTION L**

Proposal shall include all completed, signed, and dated forms identified in Appendix D - Required Forms.

- Exhibit 1 Proposer's Organization Questionnaire/Affidavit
- Exhibit 2 Prospective Contractor's Reference
- Exhibit 3 Prospective Contractor's List of Contractors
- Exhibit 4 Prospective Contractor's List of Terminated Contracts
- Exhibit 5 Certification of No Conflict of Interest
- Exhibit 6 Familiarity with the County Lobbyist Ordinance Certification
- Exhibit 7 Proposer's EEO Certification
- Exhibit 8 Attestation of Willingness to Consider GAIN/GROW Participants
- Exhibit 9 Contractor Employee Jury Service Program Certification Form and Application for Exception
- Exhibit 10 Budget Narrative/Justification and Budget Sample Form
- Exhibit 11 Charitable Contribution Certification
- Exhibit 12 Default Property Tax Reduction Program
- Exhibit 13 Proposer's Acknowledgement Of The Investment In Mental Health Wellness Grant Regulations

#### **7.9 Firm Offer/Withdrawal of Proposal**

Until the proposal submission deadline, errors in proposals may be corrected by a request in writing to withdraw the proposal and by submission of another set of proposals with the mistakes corrected. Corrections will not be accepted once the deadline for submission of proposals has passed.

#### **7.10 Proposal Submission**

- One (1) original Proposal;
- Eight (8) Proposal copies;

- One (1) Compact Disc shall include all of the files and related information pertaining to Proposer's Proposal package.

Proposal Package must be typewritten, double spaced, securely bound, identified by the RFP title, and submitted in a sealed package, plainly marked in the upper left-hand corner with the name and address of the Proposer and bear the words:

**"PROPOSAL FOR CRISIS STABILIZATION PROGRAM (UCC)"**

The Proposal(s) shall be delivered or mailed to:

**COUNTY OF LOS ANGELES-DEPARTMENT OF MENTAL HEALTH  
Contracts Development and Administration Division  
550 South Vermont Ave., 5<sup>th</sup> Floor, Room 500  
Los Angeles, CA 90020**

It is the sole responsibility of the submitting Proposer to ensure that its Proposal is received before the submission deadline. Submitting Proposers shall bear all risks associated with delays in delivery by any person or entity, including the U.S. Mail. Any Proposals received after the scheduled closing date and time for receipt of Proposals, as listed in paragraph 7.2, RFP Timetable, will not be accepted and returned to the sender unopened. Timely hand-delivered Proposals are acceptable. No facsimile (fax) or electronic mail (e-mail) copies will be accepted.

All proposals shall be firm offers and may not be withdrawn for a period of 30 days following the last day to submit proposals.

## **8.0 SELECTION PROCESS AND EVALUATION CRITERIA**

### **8.1 Selection Process**

The County reserves the sole right to judge the contents of the proposals submitted pursuant to this RFP and to review, evaluate and select the successful proposal(s). The selection process will begin with receipt of the proposal on **Thursday, August 27, 2015**.

Evaluation of the proposals will be made by an Evaluation Committee selected by the Department using the Informed Averaging Method (Board of Supervisors Policy No. 5.054). The Committee will evaluate the proposals and will use the evaluation approach described herein to select a prospective Contractor. All proposals will be evaluated based on the criteria listed below. All proposals will be scored and ranked in numerical sequence from high to low. The County **MAY** also, at its option, invite

Proposers being evaluated to make a verbal presentation or conduct site visits, if appropriate. The Evaluation Committee may utilize the services of appropriate experts to assist in this evaluation.

After a prospective Contractor has been selected, the County and the prospective Contractor(s) will negotiate a Contract for submission to the Board of Supervisors for its consideration and possible approval. If a satisfactory agreement cannot be negotiated, the County may, at its sole discretion, begin contract negotiations with the next qualified Proposer who submitted a proposal, as determined by the County.

The recommendation to award a Contract will not bind the Board of Supervisors to award a Contract to the prospective Contractor.

The County retains the right to select a proposal other than the proposal receiving the highest number of points if County determines, in its sole discretion, another Proposal is the most overall qualified, cost-effective, responsive, responsible and in the best interests of the County.

## **8.2 Adherence to Minimum Requirements (Pass/Fail)**

County shall review the Proposer's Organization Questionnaire/Affidavit - Exhibit 1 of Appendix D, Required Forms, and determine if the Proposer meets the minimum requirements as outlined in paragraph 3.0 of this RFP.

Failure of the Proposer to comply with the minimum requirements may eliminate its proposal from any further consideration. The County may elect to waive any informality in a proposal if the sum and substance of the proposal is present.

## **8.3 Disqualification Review**

A proposal may be disqualified from consideration because a Department determined it was non-responsive at any time during the review/evaluation process. If a Department determines that a proposal is disqualified due to non-responsiveness, the Department shall notify the Proposer in writing. Upon receipt of the written determination of non-responsiveness, the Proposer may submit a written request for a Disqualification Review within the timeframe specified in the written determination.

A request for a Disqualification Review may, in the Department's sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The person or entity requesting a Disqualification Review is a Proposer;
2. The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and
3. The request for a Disqualification Review asserts that the Department's determination of disqualification due to non-responsiveness was erroneous (e.g. factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

The Disqualification Review shall be completed and the determination shall be provided to the requesting Proposer, in writing, prior to the conclusion of the evaluation process.

Proposer can also be disqualified for non-responsibility – See Section 5.8

#### **8.4 Proposal Evaluation and Criteria (10,000 points, 100%)**

The total number of points that can be earned is 10,000. Any reviews conducted during the evaluation of the proposal may result in a point reduction.

##### **8.4.1 Executive Summary-SECTION A (300 points, 3%)**

Proposers will be evaluated on their executive summary containing the information requested in in Section 7.8.1.6, Section A of this RFP.

##### **8.4.2 Proposer's Qualifications-SECTION B (900 points, 9%)**

Proposer will be evaluated on their qualifications to perform the required services as a corporation or other entity, as set forth in Section 7.8.1.7, Section B of this RFP.

In addition to the references provided, a review will include the County's Contract Database and Contractor Alert Reporting Database, if applicable, reflecting past performance history on County or other contracts. This review may result in point deductions up to 100% of the total points awarded in this evaluation category. Additionally, a review of terminated contracts will be conducted which may result in point deductions.

A review will be conducted to determine the significance of any litigation or judgments pending against the Proposer as provided in Section 3.0 PROPOSER'S MINIMUM MANDATORY QUALIFICATIONS, Subsection 3.11 of the proposal.

**8.4.3 Proposer's Program Design-SECTION C (3000 points, 30%)**

The Proposer will be evaluated on its program design and methodology to meet the service requirements, as set forth in Section 7.8.1.8, Section C operate this RFP.

**8.4.4 Medi-Cal Certification and LPS Designation-SECTION D (100 points, 1%)**

Proposers will be evaluated on their ability to obtain Medi-Cal certification and LPS designation as set forth in Section 7.8.1.9, Section D of this RFP.

**8.4.5 Description of Proposed Site -SECTION E (2,500 points, 25%)**

Proposers will be evaluated on their description of the proposed site as set forth in Section 7.8.1.10, Section E of this RFP.

**8.4.6 Staffing Plan-SECTION F (500 points, 5%)**

Proposer will be evaluated on their staffing plan as set forth in Section 7.8.1.11, Section F of this RFP.

**8.4.7 Quality Assurance Plan, Data Collection, and Outcomes-SECTION G (600 points, 6%)**

Proposer will be evaluated on their Quality Assurance Plan as set forth as Section 7.8.1.12, Section G of this RFP.

**8.4.8 Leveraging and Organizational Supports-SECTION H (1,000 points, 10%)**

Proposer will be evaluated on their ability to leverage funding resources and organizational supports as set forth in Section 7.8.1.13, Section H of this RFP.

**8.4.9 Budget Narrative/Justification and Budget Sample Form-SECTION I (500 points, 5%)**

Proposer will be evaluated on their Budget Narrative/Justification

and Budget Sample Form (Appendix D, Exhibit 11) as set forth in Section 7.8.1.14, Section I of this RFP.

#### **8.4.10 Green Initiatives-SECTION J (100 points, 1%)**

Proposer will be evaluated on their plan to comply with the green initiatives as indicated in Section 7.8.1.15, Section J of this RFP.

#### **8.4.11 Terms and Conditions in Sample Legal Entity Agreement for UCC Services: Acceptance of / or Exceptions to-SECTION K (500 points, 5%)**

Proposer will be evaluated on their willingness to accept the Terms and Conditions outlined in the Sample Legal Entity Agreement for UCC Services. The County may deduct rating points or disqualify the proposal in its entirety if the exceptions are material enough to deem the proposal non-responsive.

Proposer is further notified that the County may, in its sole determination, disqualify any Proposer with whom the County cannot satisfactorily negotiate an agreement.

#### **8.4.12 Summary Proposal Evaluation Criteria**

<b>SECTION</b>	<b>MAX POINTS</b>	<b>PERCENTAGE</b>
A. Executive Summary	300	3%
B. Proposer's Qualifications	900	9%
C. Proposer's Program Design	3,000	30%
D. Medi-Cal Certification and LPS designation	100	1%
E. Description of Proposed Site	2,500	25%
F. Staffing Plan	500	5%
G. Quality Assurance Plan, Data Collection and Outcomes	600	6%
H. Leveraging and Organizational Supports	1,000	10%
I. Budget Narrative/Justification and Budget Sample Form	500	5%
J. Green Initiatives	100	1%
K. Terms and Conditions in Sample Legal Entity Agreement for UCC Services: Acceptance of / or Exceptions to	500	5%
<b>TOTAL</b>	<b>10,000</b>	<b>100%</b>

## **8.5 Department's Proposed Contractor Selection Review**

### **8.5.1 Departmental Debriefing Process**

Upon completion of the evaluation, the Department shall notify the remaining Proposers in writing that the Department is entering negotiations with another Proposer. Upon receipt of the letter, any non-selected Proposer may submit a written request for a Debriefing within the timeframe specified in the letter. The purpose of the Debriefing is to compare the requesting Proposer's response to the solicitation document with the evaluation document. A request for a Debriefing may, in the Department's sole discretion, be denied if the request is not received within the specified timeframe.

The requesting Proposer shall be debriefed only on its response. Because contract negotiations are not yet complete, responses from other Proposers shall not be discussed, although the Department may inform the requesting Proposer of its relative ranking.

During or following the Debriefing, the Department will instruct the requesting Proposer of the manner and timeframe in which the requesting Proposer must notify the Department of its intent to request a Proposed Contractor Selection Review (see Section 8.5.2 below), if the requesting Proposer is not satisfied with the results of the Debriefing.

### **8.5.2 Proposed Contractor Selection Review**

Any Proposer that has timely submitted a notice of its intent to request a Proposed Contractor Selection Review as described in this Section may submit a written request for a Proposed Contractor Selection Review, in the manner and timeframe as shall be specified by the Department.

A request for a Proposed Contractor Selection Review may, in the Department's sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The person or entity requesting a Proposed Contractor Selection Review is a Proposer;
2. The request for a Proposed Contractor Selection Review is submitted timely (i.e., by the date and time specified by the Department);

3. The person or entity requesting a Proposed Contractor Selection Review asserts in appropriate detail with factual reasons one or more of the following grounds for review:
  - a. The Department materially failed to follow procedures specified in its solicitation document. This includes:
    - i. Failure to correctly apply the standards for reviewing the proposal format requirements.
    - i. Failure to correctly apply the standards, and/or follow the prescribed methods, for evaluating the proposals as specified in the solicitation document.
    - iii. Use of evaluation criteria that were different from the evaluation criteria disclosed in the solicitation document.
  - b. The Department made identifiable mathematical or other errors in evaluating proposals, resulting in the Proposer receiving an incorrect score and not being selected as the recommended contractor.
  - c. A member of the Evaluation Committee demonstrated bias in the conduct of the evaluation.
  - d. Another basis for review as provided by state or federal law; and
4. The request for a Proposed Contractor Selection Review sets forth sufficient detail to demonstrate that, but for the Department's alleged failure, the Proposer would have been the lowest cost, responsive and responsible bid or the highest-scored proposal, as the case may be.

Upon completing the Proposed Contractor Selection Review, the Department representative shall issue a written decision to the Proposer within a reasonable time following receipt of the request for a Proposed Contractor Selection Review, and always before the date the contract award recommendation is to be heard by the Board of Supervisors. The written decision shall additionally instruct the Proposer of the manner and timeframe for requesting a County Independent Review. (see Section 8.6 below)



## **8.6 County Independent Review Process**

Any Proposer that is not satisfied with the results of the Proposed Contractor Selection Review may submit a written request for a County Independent Review in the manner and timeframe specified by the Department in the Department's written decision regarding the Proposed Contractor Selection Review.

A request for County Independent Review may, in the County's sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The person or entity requesting a County Independent Review is a Proposer;
2. The request for a County Independent Review is submitted timely (i.e., by the date and time specified by the Department); and
3. The person or entity requesting review by a County Independent Review has limited the request to items raised in the Proposed Contractor Selection Review and new items that (a) arise from the Department's written decision and (b) are one of the appropriate grounds for requesting a Proposed Contractor Selection Review as listed in Section 8.5.2 above.

Upon completion of the County Independent Review, ISD will forward the report to the Department, which will provide a copy to the Proposer.